

FILED  
Clerk  
District Court

SEP 29 2006

IN THE UNITED STATES DISTRICT COURT <sup>For The Northern Mariana Islands</sup>  
FOR THE  
NORTHERN MARIANA ISLANDS <sup>By</sup>  
(Deputy Clerk)

ABELLANOSA, JOANNA,  
et al.,

Civil Action No. 05-0010

Plaintiffs,

v.

L&T INTERNATIONAL  
CORPORATION,

DECLARATION IN SUPPORT OF  
PLAINTIFFS' OPPOSITION TO  
DEFENDANT'S MOTION FOR  
SUMMARY JUDGMENT

Defendant.

I, TERESITA BANGUILAN, hereby declare as follows:

1. I am over the age of eighteen years old, have personal knowledge of the facts set forth herein, am competent to testify as to these facts if called as a witness in a court of law, and if called would testify as stated herein.
2. I am a citizen of the Republic of the Philippines. I was hired by L&T International Corporation as a nonresident contract worker, to work in the position of Hand Packer in 2004.
3. On or about January, 2004, I went to L&T to apply for an advertised job vacancy for hand packers. After filling-up and turning in the application form, I was told that L&T will call me for further information.
4. After about two weeks, an L&T personnel who identified herself as Baby Lopez, called me up for interview. When I reported to L&T, a certain Cory Quing and Amy Tse conducted the interview.

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ORIGINAL

I.  
MEDICAL FEES  
(Physical Examination Fee  
and Health Certificate Fee)

5. After I passed the interview, Baby Lopez asked me to complete the Consensual Transfer documents and have my employer complete and sign them, which I did. I gave the completed consensual transfer documents to Baby Lopez at the HR office. Baby Lopez then asked for and I gave her my health certificate which she noted had not yet expired. She told me that L&T would use my health certificate from my then employer.

II.  
CONTRACT SIGNING

6. My first non-resident contract was in 1991. Basically, annually since then, each year, my employers used and had me sign a standard form labor contract provided by DOL. I became familiar with the basic terms of the DOL standard form contract. A copy of such standard form contract is attached as Exhibit "2" to Plaintiffs' Verified/Amended Opposition.

7. In 2004, when L&T HR staff Baby Lopez handed me their contract form, with only the signature page showing, and insisting that I sign, I had no reason to believe it was not the standard DOL form contract. Prior to signing this L&T contract form and at the time it was presented to me in the HR for signing, I was not given an opportunity to read the contract before signing it. When it was presented to me in the HR office, Baby Lopez just pushed the document through the counter-window with the pages turned back, showing only the signature page,

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1 and pointed to where I was to sign it, and said sign, which I did without reading  
2 it. There were many other applicants present and waiting in line. The HR staff  
3 was rushing me and other applicants by insisting that I and the other applicants  
4 I saw present, hurry up and quickly sign, without delaying the document  
5 processing. From the mood and way the HR staff was acting, I was made fearful  
6 that if I didn't just sign the signature page as instructed, I would lose the job  
7 opportunity especially since none of the other applicants I saw there held up the  
8 line by or took time to read the contract document. I observed the HR staff  
9 acting the same way with other workers who signed before and after my turn.  
10 Neither Baby Lopez, nor any one else, ever showed me my contract document  
11 until the time and date they asked me (us) to sign at HR. I was never given a copy  
12 of the L&T contract document I signed before my termination on or about May  
13 13, 2004. After my termination, I was surprised when I later learned of some of  
14 the things and terms in L&T's self-styled contract. Had I known that the L&T's  
15 self-styled contract contained terms restricting me from being employed  
16 with other competing companies in Saipan and allowing L&T to terminate  
17 me at any time as a reduction in force, I would not have agreed to it or  
18 signed it.

19  
20 III.  
PERFORMANCE EVALUATION

21 8. There was no individualized measurement or testing to determine my or each  
22 Packer's individual performance or production. The only production  
23 measurement or test was done by counting the output (production) from each of  
24 the different lines of Packers. There was really no way for me as an individual  
25

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1 packer to control or show an increase in the number of products because I was  
2 just one individual on the line with many others. In the packing section our work  
3 was performed by groups of workers on so-called lines. The packages or items  
4 we were assigned to work on often varied from day to day. Our Head  
5 Supervisors in the packing section were Li, Zhi Min, Wu, Duan Huai and Cao, Li  
6 Qun, who are Chinese. When I and other Filipino workers tried to ask them  
7 questions regarding our work they could not answer nor explain because they do  
8 not speak English fluently. (*See* Defendant's Response to Plaintiffs' First Set of  
9 Request for Interrogatories No. 49a).

10  
11 IV.  
12 TERMINATION

13 9. I was employed and worked for L&T International Corporation as a hand  
14 packer, from on or about February 2004 to May 13, 2004, when I and other  
15 workers in the hand packing section were summoned by the calling of our  
16 individual names over the public address system, to report to the human resources  
17 (HR) office. I believe and understand we were called in two batches, one about  
18 3:00 p.m., and one about 5:00 p.m. (*See* Deposition of Jack Torres, page 97, lines  
14-17).

19 10. I did not know why we were being called to come to the Conference Room.  
20 I thought that we were being called regarding receipt of our anticipated ATM  
21 Cards that L&T had previously given us and had us fill out an application for, as  
22 they told me and other workers present, to make it easier and more convenient  
23 for (us) workers to access and get our anticipated bi-weekly wage payments  
24 without having to stand in line waiting for and trying to cash payroll checks. I was  
25

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1 made more assured of my continued employment and anticipated pay check by  
2 L&T having asked me and other workers to set up these ATM accounts to  
3 facilitate our anticipated payroll check payments.

4 11. As we arrived at the designated meeting room, I observed other workers,  
5 and Corazon Quing, Malou Ernest and Rhodora Bernabe, known to us as HR  
6 staff, were present at the May 13, 2004 meeting.

7 12. I did not see or hear Corazon Quing read or reading from any document or  
8 the so-called "communication plan" as described and stated in Exhibit "A"  
9 attached to the Declaration of Corazon Quing.

10 13. More specifically, I (we) were not told as stated by Corazon Quing that we  
11 the workers, had the right to appeal our termination to the "Legal Department"  
12 of L&T or to any one else.

13 14. Neither Malou Ernest, Corazon Quing nor any one else at the May 13, 2004  
14 meeting, informed us, that the purpose of the so-called second check was "to  
15 cover for 10 days pay in lieu of notice," as stated in paragraph 7, Declaration of  
16 Corazon Quing. Additionally, L&T's own RIF policy required, as proposed RIF  
17 workers, that I (we) "shall be given written notice of separation at least 15 days  
18 prior to the effective date of separation, or severance pay in lieu of notice." (*See*  
19 *Ex. "D," Jack Torres' Deposition, and page 88, lines 6-8 and lines 20-24).*

20 15. It was my honest belief that I and my co-workers were terminated on May  
21 13, 2004 and that the termination was effective immediately on and from May 13,  
22 2004, because I (we) were told by HR staff at the May 13, 2004 meeting that today  
23 (May 13, 2004) was our last day of employment and they demanded that we give  
24 up and turn in our company ID cards which were required and needed for  
25 company employees to freely enter company premises; and more importantly, our

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1 I.D.s were swipe-cards for the time-clocks so we could not clock in or out  
2 without them, in addition to being required to "turn over any and all company  
3 properties in your possession... on or before May 13, 2004" as stated in the Notice  
4 of Termination. *See* Ex. "D," Defendant's Memorandum.

5 16. As a result I believed and felt that I was terminated and forced to stop  
6 working on May 13, 2004, the same date that the Notice of Termination (dated  
7 May 12, 2004) was given to me. Hence, I was not given the required prior notice  
8 of termination and/or of the RIF.

9 17. I and the other plaintiffs worked a set work schedule and shift, and worked  
10 Monday through Saturday, seven (7) hours a day, six (6) days a week, for a total  
11 of forty-two (42) hours each work week, which included two (2) hour overtime  
12 each work week while employed at L&T.

13 18. At the time of my termination, no one from L&T offered to assist me in  
14 finding other employment or told me that they would or could assist me in getting  
15 work with affiliate companies of L&T.

16  
17 V.  
EMOTIONAL DISTRESS

18 19. I became very emotionally upset and disturbed as a result of the termination  
19 of my employment at L&T. The way L&T broke the news of termination to us,  
20 not individually or privately, but *en masse* in front of all the other employees,  
21 resulted in wailing, crying and shouting and pandemonium among the workers  
22 present; I and the other workers present were crying and hugging each other and  
23 trying to console one another.  
24  
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1  
2 20. After my termination on May 14, 2004, I started to cry day and night.  
3 I was so sad and worried. I did not have any money to support my self. I  
4 keep on thinking why L& T terminated me so suddenly. I thought L&T was  
5 a big and stable company that can afford to give us jobs.

6 21. I began to have constant head ache and felt all kinds of body pains.  
7 I could not go to the doctor for a medical check up because I did not have  
8 any money.

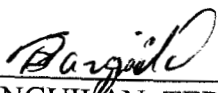
9 22. I already sold anything I own that has value. All the jewelry I had were  
10 either pawned or already sold.

11 23. I had a job as a commercial cleaner at Island Janitorial Services before  
12 I applied at L&T. If I had stayed with my old job, I would not have  
13 experienced this severe emotional distress that L&T had caused me to  
14 suffer. I have had several employers before but nobody, but L&T, had  
15 caused me so much pain and trouble. With L&T's reputation in the island,  
16 I thought it would never do the deplorable thing it did to us.

17 24. When I was hired by L&T, I was so happy telling my relatives and  
18 friends about my excitement and being employed with such big and secure  
19 company. My happiness, however, was short-lived as we were terminated  
20 after only two months, more or less, of employment.

21 I declare under penalty of perjury that the foregoing is true and  
22 correct and that this declaration was executed this 29<sup>th</sup> day of September,  
23 2006.  
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BANGUILAN, TERESITA